

Questions & Answers, Version 7
Arnold Air Force Base Utility Systems Privatization
SP0600-04-R-0068
September 23, 2004

Question #1	Is the existing wastewater plant monitoring software and computer workstation included with the purchase of the system?
Answer #1	Yes
Question #2	<p>Section J3.3.7 explains the costs associated with Test Mission facilities inability to perform daily operations due to a deficiency of the UP contractor. What impact do the Potable Water and Wastewater systems have on the Base Test Missions? Upon review of the site visit it is understood that the potable water system does not directly impact the ability of the Base mission to perform its daily functions. Impacts that would effect the operation of the mission would seem to cause by a fault of the cooling water system, which is not part of the UP contract.</p> <p>Example: If a water main should break and cause an outage to Test Mission Area PWT potable water supply for three hours does this validate a fine of \$8,856 an hour since the mission is reliant on cooling water which is not part of the UP contract?</p> <p>Example 2: If extreme cold weather caused water mains to burst, and the UP contractor acted immediately and repaired the broken lines in a normal time frame. Would the UP contractor be fined for the system being unavailable during this normal time period?</p>
Answer #2	If the capability to conduct testing is lost due to lack of potable water or wastewater collection or other utility, and the cause of the lost utility service is found to be the responsibility of the UP contractor, i.e. equipment failed due ineffective maintenance, wiring the system backwards, closing a valve without proper coordination, etc, then the UP contractor will receive a lost service assessment in accordance with the contract.
Question #3	Expanding on Question 2, what are considered faults of the UP contractor? The condition of the in ground asset is unknown. Therefore it is extremely difficult to predict the behavior of these assets and the outages they may cause due to unexplained breaks. It is understood and accepted that fines shall be assessed due to faults of the UP Contractor due to our own negligence, but a better explanation of the UP contractor faults is needed.
Answer #3	See answer to #2. If the UP contractor believes the system will not be able to meet requirements, then he should propose investments, replacements or renewals to assure delivery of the required utility. If our current supplier's piping, electrical grid, etc., fails, the cost of lost utility sales motivates him to replace the distribution system to AEDC. The lost service assessment will motivate the UP contractor to keep his system reliable and available and return the system to service quickly if a failure occurs.
Question #4	Expanding on Question 3, Are acts of God considered faults of the UP contractor? Examples: Floods, Extreme cold periods, earthquake, tornado, etc. The UP contractor did not install these assets and therefore cannot guarantee that they have been placed correctly to endure these harsh conditions.
Answer #4	The UP contractor is responsible for protecting his system in the event of severe weather. A direct lightning strike would not be cause for lost service assessment unless the UP contractor failed to take actions per the contract to return the system to service. Ditto floods, earthquake, etc.
Question #5	What is required of the toxicity tests performed on the nearby creek?
Answer #5	AEDC will monitor the creeks and respond to issues identified at the NPDES site. If there is a problem, we will investigate and determine if the UP contractor is out flowing something that is in violation of the AEDC permit. The UP contractor shall

	perform tests and monitor his outflow in accordance with his permit. The toxicity requirements are between the UP Contractor and the State of Tennessee. The AEDC out-flow is a zero flow stream. This must be considered by the UP Contractor.
Question #6	Currently the existing operation is all union employment except for military personnel. Would the UP be required to conform to Union employment or does it have the liberty to hire outside of the Union?
Answer #6	Existing contract operation is not all union – approximately 800 of the 2300 support contractor personnel are union. The union employees are represented by the AEMTC (Air Engineering Metal Trades Council). There is a labor agreement between the AEMTC and the current support contractor, ATA. The Department of the Air Force is not a party to this union agreement. Offerors should note that the Service Contract Act referenced in the RFP imposes specific requirements regarding pay and benefits that will be strictly enforced (please see the collective bargaining agreement that has been provided in the technical library for pay and benefit levels). Offerors should refer questions regarding their legal obligations and workforce labor relations policies to their legal counsel and labor relations experts. Engaging the AEMTC to communicate your business approach and hiring plans is appropriate.